

EXHIBIT C



August 17, 2016

JOY GLOBAL INC.
100 EAST WISCONSIN AVENUE
Suite 2780
MILWAUKEE, WI 53202

Re: Important Information about Claims Information Line

Dear JOY GLOBAL INC.

Travelers Bond & Specialty Insurance is pleased to announce its **1-800-842-8496** Claims Information Line. This line is designed to provide insureds with an additional resource on how to report claims or those circumstances or events which may become claims.

Policyholders will be able to obtain assistance on the following topics from the Claims Information Line:

- The information that needs to be included with the claim notice
- The address, electronic mail address and/or facsimile number to which the policyholder can send claims related information
- Get questions on the claim process answered

The Declarations Page of your policy sets forth where you should report claims and claims related information. You should also review the policy's reporting requirements to be aware of how much time you have to report a claim to Travelers. The sooner Travelers is notified, the sooner we can become involved in the process and offer assistance to our policyholder. A delay in reporting may result in all or part of a matter to fall outside of the coverage provided.

The Claims Information Line should streamline the claim reporting process and allow policyholders to ask questions on what information is needed as well as other questions which will assist them in working with Travelers. While the Claims Information Line provides policyholders a valuable resource by answering questions and providing information, the line does not replace the reporting requirements contained in the Policy.

We hope this improvement to customer service is something our policyholders will find helps them understand the claim process and provides them a resource for reporting.

Best regards,
Aaron J Williams

IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND BROKER COMPENSATION

For information on how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Agency Compensation, One Tower Square, Hartford, CT 06183.

EXHIBIT
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WISCONSIN CONFORMITY NOTICE

CONFORMITY TO STATUTE OR RULE

Any provision of this policy (including endorsements which modify the policy) that is in conflict with a Wisconsin statute or rule is hereby amended to conform to that statute or rule.

The term rule means a valid rule promulgated by the Commissioner of Insurance in accordance with the rule-making authority conferred under Wisconsin Statutes Annotated, Section 227.11(2) and published in the Wisconsin Administrative Code.

This notice is for information only and does not become a part or condition of the attached document.

WISCONSIN NOTICE - COMPLAINTS - WISCONSIN

KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

PROBLEMS WITH YOUR INSURANCE? If you are having problems with your insurance company or agent, do not hesitate to contact the insurance company or agent to resolve your problem.

The Travelers Companies, Inc.
385 Washington St.
St Paul, MN 55102-1396
(800) 328-2189
www.Travelers.com

You can also contact the OFFICE OF THE COMMISSIONER OF INSURANCE, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the OFFICE OF THE COMMISSIONER OF INSURANCE by writing to:

Office of the Commissioner of Insurance
Information and Complaints Section
P.O. Box 7873
Madison WI 53707-7873

or you can call 1-800-236-8517 outside of Madison or (608) 266-0103 in Madison and request a complaint form. You can also visit the Web site www.oci.wi.gov to obtain a complaint form electronically.



ExecutiveChoiceSM

EXCESS POLICY
DECLARATIONS

POLICY NO. 105653715

Travelers Casualty and Surety Company of America
Hartford, Connecticut
(A Stock Insurance Company, herein called the Company)

PLEASE READ THIS POLICY CAREFULLY. THIS POLICY IS WRITTEN ON A CLAIMS-MADE BASIS WHEN EXCESS OF A LIABILITY COVERAGE AND COVERS ONLY CLAIMS FIRST MADE DURING THE POLICY PERIOD OR, IF EXERCISED, ANY EXTENDED DISCOVERY PERIOD. THIS POLICY IS WRITTEN ON A LOSS FIRST DISCOVERED BASIS WHEN EXCESS OF A BOND OR CRIME POLICY AND COVERS ONLY LOSS FIRST DISCOVERED DURING THE POLICY PERIOD OR, IF EXERCISED, ANY EXTENDED DISCOVERY PERIOD. THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED AS DEFENSE COSTS.

ITEM 1	INSURED AND INSURED'S ADDRESS: JOY GLOBAL INC. 100 EAST WISCONSIN AVENUE Suite 2780 MILWAUKEE, WI 53202 Policy Number: 105653715 Prior Policy Number: Not Applicable
ITEM 2	POLICY PERIOD: From: 12:01 A.M July 31, 2016 To: 12:01 A.M July 31, 2017 Local time at the address shown in ITEM 1.
ITEM 3	LIMIT OF LIABILITY: \$10,000,000
ITEM 4	FOLLOWED POLICY: Insurer: Columbia Casualty Company Policy Number: 287049801 Coverage Sections: Directors and Officers Liability - ABC
ITEM 5	SCHEDULE OF UNDERLYING INSURANCE:

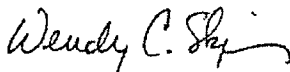
	Coverage Sections	Policy Number	Policy Period	Limit of Liability	Retention Amount
(A) Issuer of Primary Policy:					
Columbia Casualty Company	Directors and Officers Liability - ABC	287049801	07/31/2016 to 07/31/2017	\$10,000,000	\$1,500,000
(B) Other Underlying Insurers:					
Arch Insurance Company	Directors and Officers Liability - ABC	DOX930034 9-02	07/31/2016 to 07/31/2017	\$10,000,000	N/A
(C) Total Amount of Underlying Limit of Liability \$20,000,000 plus any applicable retentions or deductibles under the Primary Policy.					
ITEM 6	PREMIUM FOR THE POLICY PERIOD: \$90,250.00 Policy Premium				
ITEM 7	EXTENDED DISCOVERY PERIOD: (a) Additional Premium: 100 % of Premium indicated in Item 6 (b) Additional Months: 72				
ITEM 8	ENDORSEMENTS EFFECTIVE AT INCEPTION: AFE-19008-0115; XP001-0205; XP10090-0611; XP-19028-0612; XP075-0598				
ITEM 9	ALL NOTICES OF CLAIM OR LOSS MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW: Email:BSIclaims@travelers.com FAX:(888) 460-6622 Mail:Travelers Bond & Specialty Insurance Claim 385 Washington St. - Mail Code 9275-NB03F St Paul, MN 55102				

Countersigned By

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.



President, Bond & Specialty Insurance



Corporate Secretary

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE ENDORSEMENT

This endorsement applies to the insurance provided under any Coverage Part or coverage Form included in this policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended.

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA"), establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is established by TRIA and is a percentage of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA). Through 2020, that percentage is established by TRIA as follows:

- 85% with respect to such Insured Losses occurring in calendar year 2015.
- 84% with respect to such Insured Losses occurring in calendar year 2016.
- 83% with respect to such Insured Losses occurring in calendar year 2017.
- 82% with respect to such Insured Losses occurring in calendar year 2018.
- 81% with respect to such Insured Losses occurring in calendar year 2019.
- 80% with respect to such Insured Losses occurring in calendar year 2020.

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds \$100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed \$100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is no more than one percent of your premium, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA. Please note that no separate additional premium charge has been made for the terrorism coverage required by TRIA. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium.



ExecutiveChoiceSM

EXCESS POLICY

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INSURING AGREEMENT

In consideration of the payment of the premium, and in reliance upon the completeness and accuracy of the statements and disclosures made to the Insurer and any issuer of Underlying Insurance by application, including all attachments, the Insurer agrees that this policy incorporates by reference, and affords coverage in accordance with and subject to, the insuring clauses, warranties, definitions, terms, conditions, exclusions and other provisions contained in the Followed Policy and to the extent coverage is further limited or restricted thereby, in any other Underlying Insurance, except as regards the premium, the limit of liability, the policy period, and except as otherwise provided herein. In no event shall this policy grant broader coverage than would be provided by the most restrictive Underlying Insurance. To the extent the insuring clauses, warranties, definitions, terms, conditions, exclusions or other provisions of the Followed Policy or other Underlying Insurance are changed to limit or restrict coverage, this policy shall become subject to such changes upon the effective date of the change in the Followed Policy or such other Underlying Insurance. To the extent the insuring clauses, warranties, definitions, terms, conditions, exclusions or other provisions of the Followed Policy are changed to expand or broaden coverage, this policy shall become subject to such changes only if: (i) the Insurer has received written notice from the Insured(s) of such changes; (ii) the Insurer has given the Insured(s) its written consent to such changes; and (iii) the Insured(s) has paid any required additional premium.

TERMS, CONDITIONS AND LIMITATIONS

SECTION 1. DEFINITIONS

Wherever used in this policy:

- A. Excess Policy Limit of Liability means the Limit of Liability of this policy as stated in Item 3 of the Declarations.
- B. Followed Policy means the policy or bond listed in Item 4 of the Declarations, but only for the coverage sections listed.
- C. Insured Event means:
 - 1. with respect to any Underlying Insurance that is a bond or crime coverage, a loss first discovered during the Policy Period stated in Item 2 of the Declarations by an Insured(s); and
 - 2. with respect to any other Underlying Insurance that is a liability coverage, a claim first made during the Policy Period stated in Item 2 of the Declarations against an Insured(s).
- D. Insured(s) means the individuals and organizations for whom coverage is afforded hereunder.
- E. Insurer means the undersigned entity issuing this policy.
- F. Primary Policy means all of the policies or bonds identified in Item 5 (A) of the Declarations for the applicable coverage section.
- G. Underlying Insurance means all of the policies or bonds scheduled in Item 5 of the Declarations.
- H. Underlying Limits of Liability means the combined limits of liability of the Underlying Insurance as stated in Item 5(C) of the Declarations for the applicable coverage section, plus any applicable

retention or deductible under the applicable Primary Policy, less any reduction or exhaustion of such limits of liability as provided in Section 3(B) below.

- I. Sublimit means any limit of liability of any Underlying Insurance which:
 - 1. applies only to a particular type of claim, loss or coverage under such Underlying Insurance; and
 - 2. is part of, and not in addition to, the applicable aggregate or other limits of liability of such Underlying Insurance.

SECTION 2. UNDERLYING INSURANCE

- A. It is a condition precedent to the rights of the Insured(s) under this policy that the Insured(s) notify the Insurer, as soon as practicable in writing, of a failure to maintain in full force and effect, except as provided for under Section 3(B), and without alteration of any insuring clause, warranty, definition, term, condition, exclusion or other provision, limit of liability or retention amount, any Underlying Insurance.
- B. Failure to maintain any of the Underlying Insurance, except as provided for under Section 3(B), shall not invalidate this policy, but the Insurer shall only be liable for covered loss under this policy to the same extent it would have been liable had the Underlying Insurance been maintained.

SECTION 3. ATTACHMENT AND LIMIT OF LIABILITY

- A. The Insurer shall only be liable to make payment under this policy after the total amount of all Underlying Limits of Liability has been paid in legal currency by the issuers of all Underlying Insurance as covered loss thereunder.
- B. In the event of the reduction or exhaustion of the total amount of all Underlying Limits of Liability solely by reason of the payment by the issuers of the Underlying Insurance of covered loss, this policy shall:
 - 1. in the event of such reduction, pay covered loss excess of the reduced amount of such Underlying Limits of Liability, such amount not to exceed the Excess Policy Limit of Liability; or
 - 2. in the event of such exhaustion, continue in force as primary insurance, provided always that this policy shall only pay covered loss excess over any retention or deductible amount otherwise applicable under the Primary Policy, such amount not to exceed the remaining Excess Policy Limit of Liability.
- C. Any claim, loss or coverage that is subject to any Sublimit shall not be considered covered loss under this policy, but shall, for purposes of this policy, reduce or exhaust the Underlying Limit of liability to the extent such payment reduces or exhausts the aggregate limit(s) of liability of such Underlying Insurance.
- D. Regardless of the number of:
 - 1. Insured Events;
 - 2. Insured(s); or
 - 3. claimants who make a claim against any Insured(s);the amount set forth in Item 3 of the Declarations will be the maximum limit of liability of the Insurer, and will be the maximum amount payable by the Insurer under this policy for all covered loss (including defense costs and expenses).
- E. Notwithstanding any of the terms of this policy which might be construed otherwise, the policy shall drop down only in the event of reduction or exhaustion of the Underlying Insurance as described above, and shall not drop down for any other reason including uncollectability or nonpayment, in whole or in part, of any Underlying Insurance.
- F. The risk of uncollectability of any Underlying Insurance, in whole or in part, whether because of financial impairment or insolvency of any issuer of Underlying Insurance or for any other reason, is expressly retained by the Insured(s) and is not in any way, or under any circumstances, insured or assumed by the Insurer.

SECTION 4. DISCOVERY PERIOD

The Insured(s) shall be entitled to a discovery period (which may also be called an extended reporting period, or such similar term, in the Followed Policy) pursuant to the terms and conditions in the Followed Policy. Following the cancellation or nonrenewal of this policy, the Insured(s) shall pay to the Insurer the additional premium set forth in Item 7(a). of the Declarations for the period set forth in Item 7(b) in accordance with the Followed Policy. Such discovery period is not available unless the Insured has elected the discovery period in all Underlying Insurance. The additional premium for the discovery period shall be deemed fully earned at the inception of such discovery period. The discovery period is not cancelable except for nonpayment of the additional premium. The limit of liability for such discovery period, if exercised, shall be part of, and not in addition to, the Excess Policy Limit of Liability for the Policy Period stated in Item 2 of the Declarations. The purchase of such discovery period shall not increase or reinstate the Excess Policy Limit of Liability.

SECTION 5. APPLICATION OF RECOVERIES

All recoveries or payments recovered or received subsequent to a loss settlement under this policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Insured(s) and the Insurer, provided always that the foregoing shall not affect the time when loss under the policy shall be payable.

SECTION 6. NOTICE

- A. The Insured(s) shall, as a condition precedent to their rights under this policy, give the Insurer notice in writing of any claim or loss in the same time and manner required by the terms and conditions of the Followed Policy. Notice given under the Followed Policy or Underlying Insurance shall not constitute notice under this policy.
- B. Notice to the Insurer of any claim, loss or circumstance shall be given as set forth in Item 9 of the Declarations.

SECTION 7. TERMINATION OF POLICY

This policy shall terminate upon the earliest of the following times:

- A. the effective date of termination specified in a prior written notice from the Insurer to the Insured in accordance with conditions and limitations of the applicable Followed Policy;
- B. the effective date of termination specified in a prior written notice from the Insurer to the Insurer, or
- C. the expiration of the Policy Period stated in Item 2 of the Declarations.

SECTION 8. NON-ACCUMULATION OF LIABILITY

The Limit of Liability stated in Item 3 of the Declarations shall not be cumulative regardless of the number of periods this policy has been in force, the number of renewals of this policy by the Insurer, any extensions of the Policy Period of this Policy as stated in Item 2 of the Declarations by the Insurer, any election of a discovery period, the number of and amount of premiums paid by the Insured(s), the number of Insured Events, or the number of periods of this policy in which the acts giving rise to an Insured Event were committed or occurred.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND CONSIDERATION CLAUSE ENDORSEMENT

This endorsement changes the following:

Excess Policy

It is agreed that:

The following replaces the first paragraph of *INSURING AGREEMENT*:

In consideration of the payment of the premium, and in reliance upon the Followed Policy's application, including all attachments, the Insurer agrees that this policy incorporates by reference, and affords coverage in accordance with and subject to, the insuring clauses, warranties, definitions, terms, conditions, exclusions and other provisions contained in the Followed Policy and to the extent coverage is further limited or restricted thereby, in any other Underlying Insurance, except as regards the premium, the limit of liability, the policy period, and except as otherwise provided herein. In no event shall this policy grant broader coverage than would be provided by the most restrictive Underlying Insurance.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America

Policy Number: 105653715

XP-10090 Ed. 06-11

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMEND ATTACHMENT AND LIMIT OF LIABILITY ENDORSEMENT

This endorsement changes the following:

Excess Policy

It is agreed that:

The following replaces **SECTION 3. ATTACHMENT AND LIMIT OF LIABILITY, A. B. and E.** of the **TERMS, CONDITIONS AND LIMITATIONS:**

- A. The Insurer shall only be liable to make payment under this policy after the total amount of all Underlying Limits of Liability has been paid in legal currency by the issuers of all Underlying Insurance, any Insured(s), or any other entity as covered loss thereunder.
- B. In the event of the reduction or exhaustion of the total amount of all Underlying Limits of Liability by reason of the payment by the issuers of the Underlying Insurance, any Insured(s), or any other entity of covered loss, this policy shall:
1. in the event of such reduction, pay covered loss excess of the reduced amount of such Underlying Limits of Liability, such amount not to exceed the Excess Policy Limit of Liability; or
 2. in the event of such exhaustion, continue in force as primary insurance, provided always that this policy shall only pay covered loss excess over any retention or deductible amount otherwise applicable under the Followed Policy, such amount not to exceed the remaining Excess Policy Limit of Liability.
- E. Notwithstanding any of the terms of this policy which might be construed otherwise, the policy shall drop down only in the event of reduction or exhaustion of the Underlying Insurance as described above, and shall not drop down for any other reason including uncollectability or nonpayment, in whole or in part, of any Underlying Insurance; provided any Insured(s) or any other entity may pay a portion of loss that would otherwise be payable as covered loss by an issuer of any Underlying Insurance.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above- mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America
Policy Number: 105653715

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WISCONSIN AMENDATORY ENDORSEMENT

This endorsement modifies the following:

Excess Policy

It is agreed that:

In consideration of the premium charged, it is understood and agreed that **SECTION 5. APPLICATION OF RECOVERIES** is amended in its entirety to read as follows:

SECTION 5. APPLICATION OF RECOVERIES

In the event of full or partial recovery of loss from any persons or organization, the Insured(s) shall be reimbursed by the Insurer based on said recovery until such time the Insured(s) shall be fully paid for such loss. All recovery in excess of such loss shall become the property of the Insurer.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company: Travelers Casualty and Surety Company of America
Policy Number: 105653715

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